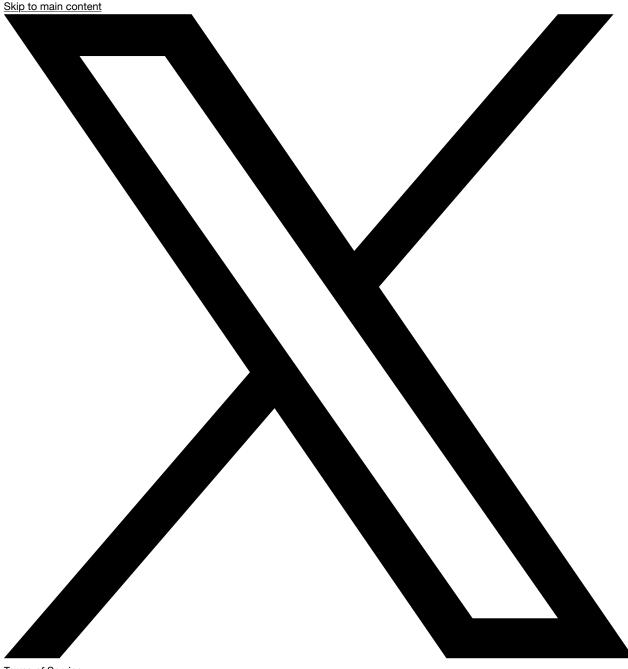
EXHIBIT A



Terms of Service

• Terms of Service Archive (https://twitter.com/tos/previous)

 $\underline{Download\ PDF\ (https://cdn.cms-twdigitalassets.com/content/dam/legal-twitter/site-assets/2023-05-18/en/twitter-user-agreement\ 2023-05-18.pdf)}$

Terms of Service

Effective: May 18, 2023

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States, the Twitter User Agreement comprises these Terms of Service (https://twitter.com/en/tos#update), our Privacy Policy (https://twitter.com/privacy), the Twitter Rules and Policies (https://help.twitter.com/en/rules-and-policies#twitter-rules), and all incorporated policies.

If you live in the European Union, EFTA States, or the United Kingdom, the Twitter User Agreement comprises these <u>Terms of Service (https://twitter.com/en/tos?wcmmode=disabled#intlTerms)</u>, our <u>Privacy Policy (https://twitter.com/privacy)</u>, the <u>Twitter Rules and Policies (https://help.twitter.com/en/rules-and-policies#twitter-rules)</u>, and all incorporated policies.

Twitter Terms of Service

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates (https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and X Corp., which provides Twitter and the Services, 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. The words "we," "us," and "our" mean X Corp.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words "you" and "your" as used in these Terms shall refer to such entity.

2. Privacy

Our <u>Privacy Policy (https://twitter.com/privacy)</u> (https://www.twitter.com/privacy (https://www.twitter.com/privacy)) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<a href="https://help.twitter.com/en/rules-and-policies/twitter-com/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-report-violation#specific-violations/en/rules-and-policies/twitter-accounts/en/rules-and-policies/twitter-accounts/en/rules-and-policies/twitter-accounts/en/rules-and-policies/twitter-accounts/en/rules-and-policies/twitter-accounts/en/rules-and-policies/twitter-accounts/en/rules-and-policies/twitter-accounts/en/rules-and-policies/twitter-accounts/en/rules-and-policies/twitter-accounts/en/rules-and-policies/twitter-accounts/en/rules-and-policies/twitte

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our

Copyright reporting form (https://help.twitter.com/forms/dmca (<a href="https://he

X Corp.

Attn: Copyright Agent 1355 Market Street, Suite 900 San Francisco, CA 94103

 $Reports: \underline{https://help.twitter.com/forms/dmca\,(\underline{https://help.twitter.com/forms/dmca)}}$

Email: copyright@twitter.com

Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

4. Using the Services

Please review the <u>Twitter Rules and Policies (https://help.twitter.com/en/rules-and-policies#twitter-rules)</u> (and, for Periscope, the <u>Periscope Community Guidelines (https://www.pscp.tv/content)</u> at https://www.pscp.tv/content), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and

conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mailbombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our Privacy Policy (https://twitter.com/privacy).

Certain services or features may be offered on Twitter for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable <u>Terms for Paid Services (https://legal.twitter.com/purchaser-terms.html)</u> (https://legal.twitter.com/purchaser-terms.html).

If you use developer features of the Services, including but not limited to Twitter for Websites (https://developer.twitter.com/en/docs/twitter-forwebsites) (https://developer.twitter.com/en/docs/twitter-for-websites (https://developer.twitter.com/en/docs/twitter-for-websites)), Twitter Cards (https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards) (https://developer.twitter.com/en/docs/twitter-for-websites /cards/overview/abouts-cards (https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards)), Public API (https://developer.twitter.com/en/docs)(https://developer.twitter.com/en/docs), or Sign in with Twitter (https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter) (https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter) with-twitter (https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter)), you agree to our Developer Agreement (https://developer.twitter.com/en/developer-terms/agreement) (https://developer.twitter.com/en/developer-terms/agreement (https://developer.twitter.com/en/developer-terms/agreement)) and Developer Policy (https://developer.twitter.com/en/developer-terms/policy) (https://developer.twitter.com/en/developer-terms/policy (https://developer.twitter.com/en/developer-terms/policy)). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through our Services, these Terms, or the terms provided on https://developer.twitter.com/en/developer-terms (https://developer.twitter.com/en/developer-terms). If you are a security researcher, you are required to comply with the rules of our Vulnerability Reporting Program (https://hackerone.com/twitter) (https://hackerone.com/twitter (https://hackerone.com/twitter)). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our <u>Twitter Master Services Agreement (https://ads.twitter.com/terms)</u> (https://ads.twitter.com/terms).

Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand

features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account (https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account) (and for Periscope, https://help.pscp.tv/customer/portal/articles/2460220 (https://help.pscp.tv/customer/portal/articles/2460220 (https://help.pscp.tv/customer/portal/articles/2460220) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Twitter Rules and Policies (https://help.twitter.com/en/rules-and-policies#twitter-rules) or Periscope Community Guidelines (https://www.pscp.tv/content), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, and 6. If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (https://help.twitter.com/forms/general?subtopic=suspended) (https://help.twitter.com/forms/general?subtopic=suspended)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Disclaimers and Limitations of Liability

The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "Twitter Entities" refers to X Corp., its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE TWITTER ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Twitter Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, will create any warranty or representation not expressly made herein.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TWITTER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TWITTER ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE TWITTER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at twitter.com/en/tos/(https://twitter.com/en/tos/), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact us (https://help.twitter.com/forms).

Effective: May 18, 2023

Archive of Previous Terms (https://twitter.com/en/tos/previous)

Twitter Terms of Service

If you live in the European Union, EFTA States, or the United Kingdom

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates) (https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates) (https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates)) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and Twitter International Unlimited Company (Co. number 503351, VAT number IE9803175Q), an Irish company with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. The words "we," "us," and "our," mean Twitter International Company.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words "you" and "your" as used in these Terms shall refer to such entity.

2. Privacy

Our <u>Privacy Policy (https://www.twitter.com/privacy)</u> (https://www.twitter.com/privacy) (https://www.twitter.com/privacy)) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States,

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Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations/) and https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts/).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (https://help.twitter.com/forms/dmca (https://help.

X Corp.

Attn: Copyright Agent 1355 Market Street, Suite 900 San Francisco, CA 94103

Reports: https://help.twitter.com/forms/dmca (https://help.twitter.com/forms/dmca)

Email: copyright@twitter.com

Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

4. Using the Services

Please review the <u>Twitter Rules and Policies (https://help.twitter.com/en/rules-and-policies#twitter-rules)</u> (and, for Periscope, the <u>Periscope Community Guidelines (https://www.pscp.tv/content)</u> at https://pscp.tv/content (https://www.pscp.tv/content)), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mailbombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our Privacy Policy (https://twitter.com/privacy).

Certain services or features may be offered on Twitter for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable <u>Terms for Paid Services (https://legal.twitter.com/en/purchaser-terms.html)</u> (https://legal.twitter.com/en/purchaser-terms.html (https://legal.twitter.com/purchaser-terms.html)).

If you use developer features of the Services, including but not limited to Twitter for Websites (https://developer.twitter.com/docs/twitter-forwebsites) (https://developer.twitter.com/docs/twitter-for-websites (https://developer.twitter.com/docs/twitter-for-websites)), Twitter Cards (https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards)(https://developer.twitter.com/en/docs/twitter-for-websites /cards/overview/abouts-cards (https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards)), Public API (https://developer.twitter.com/en/docs)(https://developer.twitter.com/en/docs), or Sign in with Twitter (https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter) (https://developer.twitter.com/en/docs/authentication/guides/log-inwith-twitter (https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter)), you agree to our Developer Agreement (https://developer.twitter.com/en/developer-terms/agreement)(https://developer.twitter.com/en/developer-terms/agreement (https://developer.twitter.com/en/developer-terms/agreement)) and Developer Policy (https://developer.twitter.com/en/developer-terms/policy) (https://developer.twitter.com/en/developer-terms/policy (https://developer.twitter.com/en/developer-terms/policy)). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through our Services, these Terms, or the terms provided on https://developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.com/en/developer.twitter.twitter.twitter.com/en/developer.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter.twitter a security researcher, you are required to comply with the rules of our Vulnerability Reporting Program (https://hackerone.com/twitter) (https://hackerone.com/twitter (https://hackerone.com/twitter)). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our <u>Twitter Master Services Agreement (https://ads.twitter.com/terms)</u> (https://ads.twitter.com/terms).

Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <a href="https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account/help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account/help.pscp.tv/customer/portal/articles/2460220 (https://help.pscp.tv/customer/portal/articles/2460220) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Twitter Rules and Policies (https://help.twitter.com/en/rules-and-policies#twitter-rules) or Periscope Community Guidelines (https://www.pscp.tv/content), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, and 6. If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (https://help.twitter.com/forms/general?subtopic=suspended) (https://help.twitter.com/forms/general?subtopic=suspended)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Limitations of Liability

By using the Services you agree that X Corp., its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at twitter.com/tos_(https://twitter.com/en/tos), will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the

rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact us (https://help.twitter.com/forms).

Effective: May 18, 2023

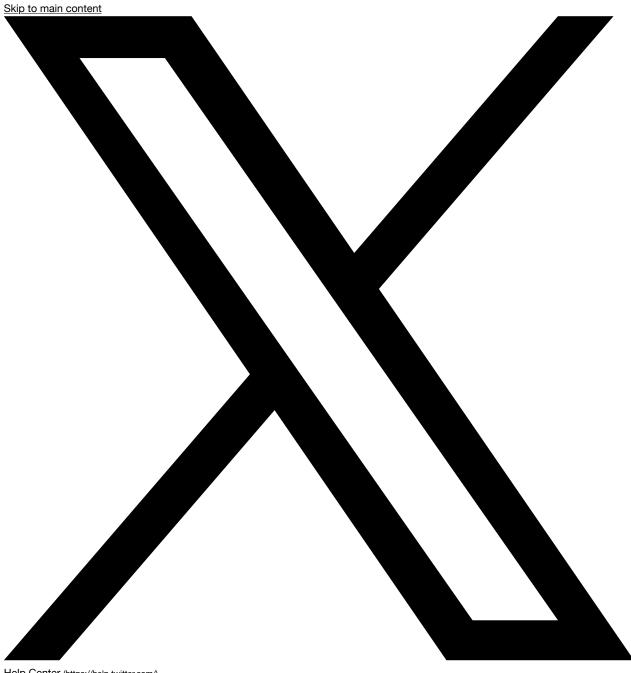
Archive of Previous Terms (https://twitter.com/en/tos/previous)

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 $\underline{Cookies~(\underline{https://help.twitter.com/rules-and-policies/twitter-cookies)}}$

Privacy (https://twitter.com/privacy)

Terms and conditions (https://twitter.com/tos)



Help Center (https://help.twitter.com/)

- <u>Using Twitter (https://help.twitter.com/en/using-twitter)</u>
- Managing your account (https://help.twitter.com/en/managing-your-account)
- Safety and security (https://help.twitter.com/en/safety-and-security)
- Rules and policies (https://help.twitter.com/en/rules-and-policies)
- Resources
 - ${\color{red} \circ} \ \underline{\text{New user FAQ (https://help.twitter.com/en/resources/new-user-faq)}}$
 - $\circ \ \, \underline{\text{Glossary (https://help.twitter.com/en/resources/glossary)}}\\$
 - o A safer Twitter (https://help.twitter.com/en/resources/a-safer-twitter)
 - o Accessibility (https://help.twitter.com/en/resources/accessibility)
 - o Our rules (https://help.twitter.com/en/resources/rules)
 - $\circ \ \underline{\textit{My privacy (https://help.twitter.com/en/resources/how-you-can-control-your-privacy)}}$

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Contact Us (https://help.twitter.com/forms.html)

- 1. Help Center (https://help.twitter.com/)
- 2. Intellectual property (https://help.twitter.com/en/rules-and-policies#intellectual-property)
- 3. Copyright policy

Copyright policy

- 1. Help Center (https://help.twitter.com/)
- 2. Intellectual property (https://help.twitter.com/en/rules-and-policies#intellectual-property)

Copyright policy

What types of copyright complaints does Twitter respond to?

Twitter responds to copyright complaints submitted under the Digital Millennium Copyright Act ("DMCA"). Section 512 of the DMCA outlines the statutory requirements necessary for formally reporting copyright infringement, as well as providing instructions on how an affected party can appeal a removal by submitting a compliant counter-notice.

Twitter will respond to reports of alleged copyright infringement, such as allegations concerning the unauthorized use of a copyrighted image as a profile or header photo, allegations concerning the unauthorized use of a copyrighted video or image uploaded through our media hosting services, or Tweets containing links to allegedly infringing materials. Note that not all unauthorized uses of copyrighted materials are infringements (see our fair use article for more information).

If you are concerned about the use of your brand or entity's name, please review Twitter's trademark policy. If you are concerned about a parody, newsfeed, commentary, or fan account, please see the relevant policy here. These are generally not copyright issues.

Am I a copyright holder? How do I know?

If you are unsure whether you hold rights to a particular work, please consult an attorney or another adviser as Twitter cannot provide legal advice. There are plenty of resources to learn more about copyright law including http://copyright.gov (http://copyright.gov/) and http://www.eff.org/issues/bloggers/legal/liability/IP (http://www.eff.org/issues/bloggers/legal/liability/IP), just to name a

What to consider before submitting a copyright complaint

Before submitting a copyright complaint to us, please consider whether or not the use could be considered fair use.

If you have considered fair use, and you still wish to continue with a copyright complaint, you may want to first reach out to the user in question to see if you can resolve the matter directly with the user. You can reply to the user's Tweet or send the user a Direct Message and ask for them to remove your copyrighted content without having to contact Twitter.

Prior to submitting a formal complaint with Twitter, please be aware that under 17 U.S.C. § 512(f), you may be liable for any damages, including costs and attorneys' fees incurred by us or our users, if you knowingly materially misrepresent that material or activity is infringing. If you are unsure whether the material you are reporting is in fact infringing, you may wish to contact an attorney before filing a notification with us.

Note: In general, the photographer and NOT the subject of a photograph is the actual rights holder of the resulting photograph. If you're unsure whether or not you own the copyrights to a work, or if you're infringing upon someone else's work, please consult an attorney or another advisor.

What information do you need to process a copyright complaint?

To submit a notice of claimed copyright infringement, you will need to provide us with the following information:

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- A physical or electronic signature (typing your full name will suffice) of the copyright owner or a person authorized to act on their behalf;
- 2. Identification of the copyrighted work claimed to have been infringed (e.g., a link to your original work or clear description of the materials allegedly being infringed upon);
- Identification of the infringing material and information reasonably sufficient to permit Twitter to locate the material on our website or services:
- 4. Your contact information, including your address, telephone number, and an email address;
- 5. A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by the copyright owner, its agent, or the law; and
- 6. A statement that the information in the complaint is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you are reporting the content of a Tweet, please give us a <u>direct link</u> to that Tweet. Or please specify if the alleged infringement is in the header, avatar, etc. A LINK TO A PROFILE PAGE IS INSUFFICIENT FOR TWITTER TO IDENTIFY INFRINGING MATERIALS.

How do I file a copyright complaint?

You can report alleged copyright infringement by visiting Twitter's Help Center and filing a copyright complaint (https://help.twitter.com/forms/ipi). If you are logged in to twitter.com, you can visit the Twitter Help Center directly from your Twitter account by clicking the 'Help' link located in the sidebar.

Filing a DMCA complaint is the start of a pre-defined legal process. Your complaint will be reviewed for accuracy, validity, and completeness. If your complaint has satisfied these requirements, we will take action on your request - which includes forwarding a full copy of your notice (including your name, address, phone and email address) to the user(s) who posted the allegedly infringing material in question.

If you are concerned about your contact information being forwarded, you may wish to use an agent to report for you.

Please be aware that under 17 U.S.C. § 512(f), you may be liable for any damages, including costs and attorneys' fees incurred by us or our users, if you knowingly materially misrepresent that material or activity is infringing. If you are unsure whether the material you are reporting is in fact infringing, you may wish to contact an attorney before filing a copyright complaint.

How are claims processed?

We process copyright complaints in the order in which they are received. Once you've submitted your ticket, we will email you a ticket confirmation. If you do not receive a ticket confirmation that means we did not receive your complaint and you should resubmit your complaint. However, please note, submitting duplicate copyright complaints will result in a delay in processing.

If we decide to remove or disable access to the material, we will notify the affected user(s) and provide them with a full copy of the reporter's complaint (including the provided contact information) along with instructions on how to file a counter-notice.

What information gets forwarded to the reported user(s)?

If we remove or disable access to the materials reported in a copyright complaint, the reported user(s) will receive a copy of the complaint, including the reporter's full name, email, street address, and any other information included in the complaint.

If you are uncomfortable sharing your contact information with the reported user(s), you may wish to consider appointing an agent to submit your DMCA notice on your behalf. Your agent will be required to submit the DMCA notice with valid contact information, and identify you as the content owner that they are representing.

What happens next?

Twitter's response to copyright complaints may include the removal or restriction of access to allegedly infringing material. If we remove or restrict access to user content in response to a copyright complaint, Twitter will make a good faith effort to contact the affected account holder with information concerning the removal or restriction of access, including a full copy of the complaint, along with instructions for filing a counter-notice.

If you've not yet received a copy of the copyright complaint regarding the content removed from your account, please respond to the support ticket we sent you.

In an effort to be as transparent as possible regarding the removal or restriction of access to user-posted content, we clearly mark withheld Tweets and media to indicate to viewers when content has been withheld (examples below).

My content was removed from Twitter

Why did I receive a copyright complaint?

If you receive a copyright complaint, it means that access to the content described in the complaint has been restricted. Please take the time to read through our correspondence to you, which includes information on the complaint we received as well as instructions on how to file a counter-notice. Please ensure that you are monitoring the email address associated with your Twitter account.

Tip: Removing the material reported in a copyright complaint will not resolve that complaint

What if I want to contest the takedown?

If you believe that the materials reported in the copyright complaints were misidentified or removed in error, you may send us a <u>counter-notification(s)</u> through our Help Center. A counter-notice is a request for Twitter to reinstate the removed material, and it has legal consequences. Alternatively, you may be able to seek a retraction of the copyright complaint from the reporter.

How do I seek a retraction?

The DMCA complaint you received includes the contact information of the reporter. You may want to reach out and ask them to retract their notice using our retraction form (https://help.twitter.com/en/forms/ipi/dmca-retraction). This is the fastest and most efficient means of resolving an unresolved copyright complaint. Alternatively, the reporter can also send a retraction notice to copyright@twitter.com. Such notice should include: (1) identification of the material that was disabled, and (2) a statement that the reporter would like to retract their DMCA notice. A retraction is at the sole discretion of the original reporter, and only that reporter can issue a retraction. If a portion of your tweet has been withheld, the violation will not be resolved just by deleting the remaining portion.

When should I file a counter-notice?

A counter-notice is a request for Twitter to reinstate the removed material, and is the start of a legal process that has legal consequences. For example, submitting a counter notice indicates that you consent to the jurisdiction of a U.S. Federal court and that you consent to the disclosure of your personal information to the reporter.

With these considerations in mind, you may file a counter-notice if you believe that this material was misidentified, or you have a good faith belief that the material should not have been removed. If you're unsure whether or not you should file a counter-notice, you may want to consult with an attorney.

Tip: Re-posting material removed in response to a copyright complaint may result in permanent account suspension. If you believe the content was removed in error, please file a counter-notice rather than re-posting the material.

What information do you need to process a counter-notice?

To submit a counter-notice, you will need to provide us with the following information:

- 1. A physical or electronic signature (typing your full name will suffice);
- 2. Your full name, address (including country), telephone number, and for verification purposes, your Twitter username and associated email;
- 3. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before that removal or disabling (the description from the copyright notice will suffice);
- 4. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- 5. One of the following jurisdictional consent statements:

(If your address is in the United States)

"I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located and I'll accept service of process from the person who provided notice under 17 U.S.C. 512 (c)(1)(C) or an agent of such person."

OR

(If your address is outside of the United States)

"I consent to any judicial district in which Twitter may be found, and I'll accept service of process from the person who provided notice under 17 U.S.C. 512 (c)(1)(C) or an agent of such person."

To submit a counter-notice, please provide all of the above information using our web form, located https://help.twitter.com/en/forms/ipi/dmca-counternotice.htm).

What happens after I submit a counter-notice?

Upon receipt of a valid counter-notice, we will promptly forward a copy to the person who filed the original notice. This means that the contact information that is submitted in your counter-notice will be shared to the person who filed the original notice.

If the copyright owner disagrees that the content was removed in error or misidentification, they may pursue legal action against you. If we do not receive notice within 10 business days that the original reporter is seeking a court order to prevent further infringement of the material at issue, we may replace or cease disabling access to the material that was removed.

We cannot offer any legal advice. Should you have questions, please consult an attorney.

Filing a copyright complaint or counter-notice is serious business!

Please think twice before submitting a claim or counter-notice, especially if you are unsure whether you are the actual rights holder or authorized to act on a rights holder's behalf. There are legal and financial consequences for fraudulent and/or bad faith submissions. Please be sure that you are the actual rights holder, or that you have a good faith belief that the material was removed in error, and that you understand the repercussions of submitting a false claim.

What happens if my account receives one or more copyright complaints?

If multiple copyright complaints are received about an account, or other evidence suggests a pattern of repeat infringement, Twitter may suspend that account in accordance with our Repeat Infringer Policy. Our Repeat Infringer Policy takes valid retractions and counter-notices into account. Users suspended under that policy may file a suspension appeal using https://help.twitter.com/forms/general?subtopic=suspended).

Additionally, re-posting material that was already removed in response to a copyright complaint, indicating where to access copyrighted material on third party websites, or certain other actions that demonstrate your account is intended solely or primarily to infringe the copyrighted material of others may result in permanent account suspension. If you are suspended on this basis, you may file an appeal using https://help.twitter.com/forms/general?subtopic=suspended). Please be aware that appealing a suspension does not guarantee your account will be reinstated.

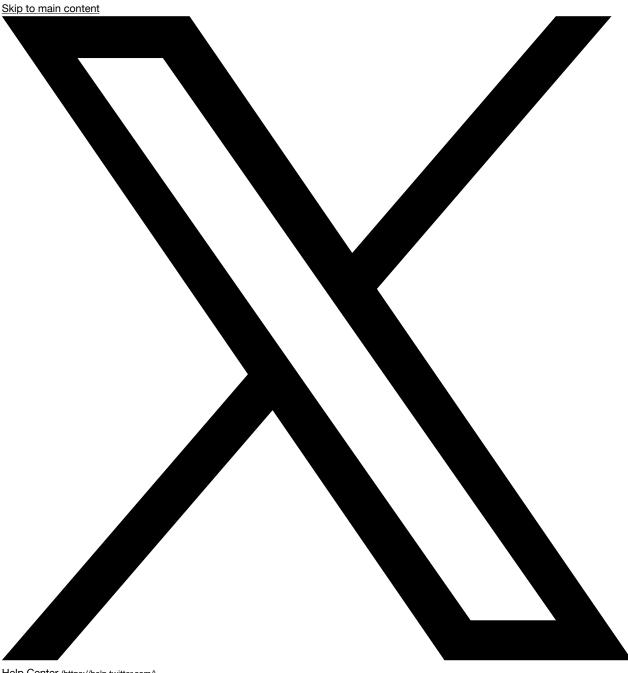
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Cookies (https://help.twitter.com/rules-and-policies/twitter-cookies)
Privacy (https://twitter.com/privacy)
Terms and conditions (https://twitter.com/tos)
English

Help Center (https://help.twitter.com/)

- English (https://help.twitter.com/en/rules-and-policies/copyright-policy)
- Español (https://help.twitter.com/es/rules-and-policies/copyright-policy)
- 日本語 (https://help.twitter.com/ja/rules-and-policies/copyright-policy)
- 한국어 (https://help.twitter.com/ko/rules-and-policies/copyright-policy)
- Português (https://help.twitter.com/pt/rules-and-policies/copyright-policy)
- Deutsch (https://help.twitter.com/de/rules-and-policies/copyright-policy)
- <u>Türkçe (https://help.twitter.com/tr/rules-and-policies/copyright-policy)</u>
- Français (https://help.twitter.com/fr/rules-and-policies/copyright-policy)
- <u>Italiano (https://help.twitter.com/it/rules-and-policies/copyright-policy)</u>
- العربية (https://help.twitter.com/ar/rules-and-policies/copyright-policy)
- Nederlands (https://help.twitter.com/nl/rules-and-policies/copyright-policy)
- Bahasa Indonesia (https://help.twitter.com/id/rules-and-policies/copyright-policy)
- <u>Pyccкий (https://help.twitter.com/ru/rules-and-policies/copyright-policy)</u>
- हिंदी (https://help.twitter.com/hi/rules-and-policies/copyright-policy)
- (https://help.twitter.com/ta.html)
- עברית (https://help.twitter.com/he)
- 简体中文 (https://help.twitter.com/zh-cn/rules-and-policies/copyright-policy)
- <u>繁體中文 (https://help.twitter.com/zh-tw)</u>
- ภาษาไทย (https://help.twitter.com/th)
- Tiếng Việt (https://help.twitter.com/vi)
- Melayu (https://help.twitter.com/ms)
- Filipino (https://help.twitter.com/fil)
- (https://help.twitter.com/fa) فارسى
- Dansk (https://help.twitter.com/da)
- Suomi (https://help.twitter.com/fi)
- Svenska (https://help.twitter.com/sv)
- Norsk (https://help.twitter.com/no)
- Polski (https://help.twitter.com/pl)
- Magyar (https://help.twitter.com/hu)
- Română (https://help.twitter.com/ro)
- (https://help.twitter.com/cs.html)
- (https://help.twitter.com/el.html)
- Українська (https://help.twitter.com/uk)
- (https://help.twitter.com/mr.html)
- <u>Български (https://help.twitter.com/bg)</u>
- Català (https://help.twitter.com/ca)
- Hrvatski (https://help.twitter.com/hr)
- Српски (https://help.twitter.com/sr)
- Slovenčina (https://help.twitter.com/sk)
- (https://help.twitter.com/kn.html)
- Dari (https://help.twitter.com/fa-af)
- (https://help.twitter.com/am.html)
- Oromo (https://help.twitter.com/om)
- Tigrinya (https://help.twitter.com/ti)
- (https://help.twitter.com/ha.html)
- (https://help.twitter.com/ig.html)
- (https://help.twitter.com/yo.html)
- (https://help.twitter.com/ha-NG.html)
- Kurdish (https://help.twitter.com/ckb)
- (https://help.twitter.com/ur.html)



Help Center (https://help.twitter.com/)

- <u>Using Twitter (https://help.twitter.com/en/using-twitter)</u>
- Managing your account (https://help.twitter.com/en/managing-your-account)
- Safety and security (https://help.twitter.com/en/safety-and-security)
- Rules and policies (https://help.twitter.com/en/rules-and-policies)
- Resources
 - ${\color{red} \circ} \ \underline{\text{New user FAQ (https://help.twitter.com/en/resources/new-user-faq)}}$
 - $\circ \ \, \underline{\text{Glossary (https://help.twitter.com/en/resources/glossary)}}\\$
 - o A safer Twitter (https://help.twitter.com/en/resources/a-safer-twitter)
 - o Accessibility (https://help.twitter.com/en/resources/accessibility)
 - o Our rules (https://help.twitter.com/en/resources/rules)
 - $\circ \ \underline{\textit{My privacy (https://help.twitter.com/en/resources/how-you-can-control-your-privacy)}}$

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Contact Us (https://help.twitter.com/forms.html)

- 1. Help Center (https://help.twitter.com/)
- $2.\ \underline{Platform\ Use\ Guidelines\ \underline{(https://help.twitter.com/en/rules-and-policies\#platform-use-guidelines)}}\\$

3. Fair use policy

Fair use policy

- 1. Help Center (https://help.twitter.com/)
- 2. Platform Use Guidelines __(https://help.twitter.com/en/rules-and-policies#platform-use-guidelines)

Fair use policy

Certain uses of copyrighted material may not require the copyright owner's permission. In the United States, this concept is known as fair use. Some other countries have a similar concept known as fair dealing.

Whether or not a certain use of copyrighted material constitutes a fair use is ultimately determined by a court of law. Courts analyze fair use arguments by looking at four factors:

- The purpose and character of the use.
 - · How is the original work being used, and is the new use commercial? Transformative uses add something to the original work: commentary, criticism, educational explanation or additional context are a few examples. Transformative, noncommercial uses are more likely to be considered fair use.
- The nature of the copied work.
 - · What is the copied work itself? Is it factual (example: a record of a historical event) or fictional (example: a novel or Hollywood blockbuster)? Use of factual works weighs in favor of fair use.
- The amount and substantiality of the copied work.
 - · How much of the work was copied? Copying short excerpts is more likely to be found fair use than copying an entire copyrighted work.
- The effect on the copied work's value.
 - Will the copying harm the potential market for the copyrighted work by effectively creating a substitute or replacement for that work? If so, the use is probably not fair use.

Fair use determinations are made on a case by case basis, and there is no clear formula to determine whether a use may be found to be fair. If you are unsure whether a particular use of copyrighted work might be a fair use, you may want to seek legal advice. Twitter is unable to advise whether your use may be considered fair use or not.

For more information on fair use:

- http://en.wikipedia.org/wiki/Fair_use (http://en.wikipedia.org/wiki/Fair_use)
- https://ilt.eff.org/index.php/Copyright: Fair_Use (https://ilt.eff.org/index.php/Copyright: Fair Use)
- https://www.lumendatabase.org/ (https://ilt.eff.org/index.php/Copyright: Fair Use)
- http://fairuse.stanford.edu/overview/fair-use/four-factors/ (http://fairuse.stanford.edu/overview/fair-use/four-factors/)

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Cookies (https://help.twitter.com/rules-and-policies/twitter-cookies)

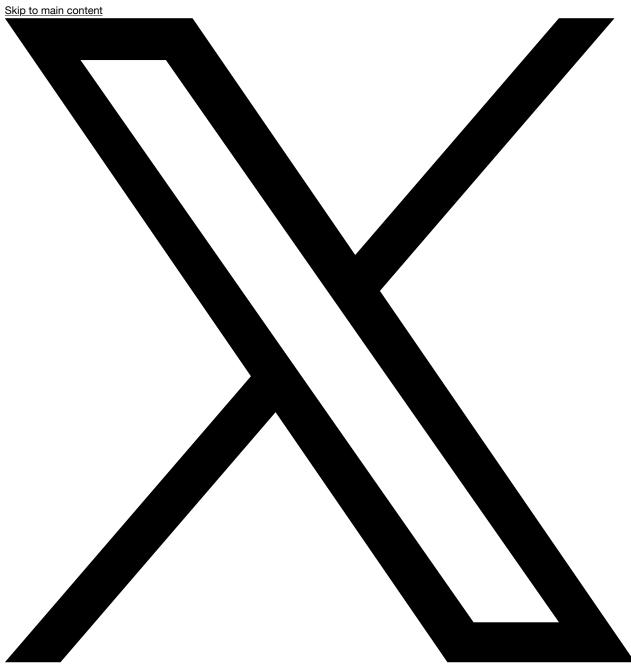
Privacy (https://twitter.com/privacy)

Terms and conditions (https://twitter.com/tos)

English

Help Center (https://help.twitter.com/)

- English (https://help.twitter.com/en/rules-and-policies/fair-use-policy)
- Español (https://help.twitter.com/es/rules-and-policies/fair-use-policy)
- <u>日本語 (https://help.twitter.com/ja/rules-and-policies/fair-use-policy)</u>
- 한국어 (https://help.twitter.com/ko/rules-and-policies/fair-use-policy)
- Português (https://help.twitter.com/pt/rules-and-policies/fair-use-policy)
- Deutsch (https://help.twitter.com/de/rules-and-policies/fair-use-policy)
- <u>Türkçe (https://help.twitter.com/tr/rules-and-policies/fair-use-policy)</u>
- Français (https://help.twitter.com/fr/rules-and-policies/fair-use-policy)
- Italiano (https://help.twitter.com/it/rules-and-policies/fair-use-policy)
- العربية (https://help.twitter.com/ar/rules-and-policies/fair-use-policy)
- Nederlands (https://help.twitter.com/nl/rules-and-policies/fair-use-policy)
- Bahasa Indonesia (https://help.twitter.com/id/rules-and-policies/fair-use-policy)
- <u>Pyccкий (https://help.twitter.com/ru/rules-and-policies/fair-use-policy)</u>
- हिंदी (https://help.twitter.com/hi)
- (https://help.twitter.com/ta.html)
- <u>עברית (https://help.twitter.com/he)</u>
- 简体中文 (https://help.twitter.com/zh-cn)
- 繁體中文 (https://help.twitter.com/zh-tw)
- ภาษาไทย (https://help.twitter.com/th)
- Tiếng Việt (https://help.twitter.com/vi)
- Melayu (https://help.twitter.com/ms)
- Filipino (https://help.twitter.com/fil)
- (https://help.twitter.com/fa) فارسى
- Dansk (https://help.twitter.com/da)
- Suomi (https://help.twitter.com/fi)
- Svenska (https://help.twitter.com/sv)
- Norsk (https://help.twitter.com/no)
- Polski (https://help.twitter.com/pl)
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- (https://help.twitter.com/mr.html)
- <u>Български (https://help.twitter.com/bg)</u>
- Català (https://help.twitter.com/ca)
- Hrvatski (https://help.twitter.com/hr)
- Српски (https://help.twitter.com/sr)
- Slovenčina (https://help.twitter.com/sk)
- (https://help.twitter.com/kn.html)
- Dari (https://help.twitter.com/fa-af)
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- <u>Tigrinya (https://help.twitter.com/ti)</u>
- (https://help.twitter.com/ha.html)
- (https://help.twitter.com/ig.html)
- (https://help.twitter.com/yo.html)
- (https://help.twitter.com/ha-NG.html)
- Kurdish (https://help.twitter.com/ckb)
- (https://help.twitter.com/ur.html)



Help Center (https://help.twitter.com/)

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 - o Accessibility (https://help.twitter.com/en/resources/accessibility)
 - o Our rules (https://help.twitter.com/en/resources/rules)
 - $\circ \ \underline{\textit{My privacy (https://help.twitter.com/en/resources/how-you-can-control-your-privacy)}}$

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Contact Us (https://help.twitter.com/forms.html)

- 1. Help Center (https://help.twitter.com/)
 - ^
- $2.\ Platform\ Use\ Guidelines\ ({\tt https://help.twitter.com/en/rules-and-policies\#platform-use-guidelines})$
 - \sim
- 3. Report violations

Report violations

- 1. Help Center ^ (https://help.twitter.com/)
- 2. Platform Use Guidelines __(https://help.twitter.com/en/rules-and-policies#platform-use-guidelines)

Report violations

This article provides an overview of how to report potential violations of the Twitter Rules and Terms of Service.

How to report directly from a Tweet, List, or profile

How to report specific content in a Moment

How to report a Twitter Space or person in a Space

How to report a product

How to report specific types of violations

How to report directly from a Tweet, List, or profile

You can report directly from an individual Tweet, List, or profile for certain violations, including: spam, abusive or harmful content, inappropriate ads, self-harm and impersonation. For information about reporting other types of violations, see the **How to report specific types of violations** section below.

How to report individual Tweets for violations:

Learn how to report Tweets, Lists, or Direct Messages for violations.

How to report media for violations:

Learn how to report Tweets for media, and read the Twitter media policy.

How to report profiles for violations:

- 1. Open the profile you'd like to report.
- 2. Select the **overflow** icon °°°
- 3. Select **Report** and then select the type of issue you'd like to report.
- 4. If you select They're being abusive or harmful, we'll ask you to provide additional information about the issue you're reporting. We may also ask you to select additional Tweets from the account you're reporting so we have better context to evaluate your report.
- 5. We will include the text of the Tweets you reported in our follow-up emails and notifications to you. To opt-out of receiving this information, please uncheck the box next to **Updates about this report can show these Tweets**.
- Once you've submitted your report, we'll provide recommendations for additional actions you can take to improve your Twitter experience.

How to report specific content in a Moment

How to report a Tweet in a Moment for violations:

- 1. Navigate to the Tweet within the Moment that you'd like to report.
- 2. Click or tap the °°° icon.
- 3. Click or tap Report Tweet.
- 4. Choose the type of issue you'd like to report to us.
- 5. Once you've submitted your report, we'll provide recommendations for actions you can take to improve your Twitter experience.

How to report Moment for violations:

Depending on what type of violation you're reporting, there are several ways to report a Moment. Below is a list of the types of violations you might see:

- Violation of posting private information (https://help.twitter.com/en/forms/safety-and-sensitive-content/private-information)
- Abuse (https://help.twitter.com/en/forms/safety-and-sensitive-content/abuse)
- Hateful conduct (https://help.twitter.com/en/forms/safety-and-sensitive-content/hateful-conduct)
- <u>Violent threats (https://help.twitter.com/en/forms/safety-and-sensitive-content/violent-threats)</u>
- <u>Self harm (https://help.twitter.com/en/forms/safety-and-sensitive-content/self-harm)</u>

Once you've identified the type of violation you need to report, follow the instructions below.

- 1. Chose one of the forms listed above.
- 2. Enter the Moment URL that you would like to report.
- 3. Provide us with up to 5 Tweets within the Moment that may be in violation.
- 4. Once you've submitted your report, we'll provide recommendations for actions you can take to improve your Twitter experience.

How to report a Twitter Space or person in a Space

If you think a Space or someone in a Space violates the <u>Twitter Rules and policies</u>, you can report them. Speakers and listeners can report a Space and any account in a Space.

How to report a Space for violations:

- 1. While in the Space, tap the overflow icon ***.
- 2. Tap Report this Space.
- 3. Select the type of issue you'd like to report to us.
- 4. Once you've reported the Space, you'll have the option to leave or stay.

How to report an account for violations:

- 1. While in the Space, tap on the account's profile photo.
- 2. Tap Report.
- 3. Select the type of issue you'd like to report to us.
- 4. Once you've reported the account, you'll have the option to leave or stay in the Space.

How to report a product

If you think a product from a merchant on Twitter violates our <u>Shopping Policies</u>, you can report them directly from your Twitter for iOS or Android App.

How to report a product from a <u>Shop Spotlight (https://blog.twitter.com/en_us/topics/product/2021/twitter-shopping--testing-shoppable-profiles-on-twitter)</u>:

- 1. While on a merchant's profile, find the Shop Spotlight.
- 2. Select the more icon ••• on the product you wish to report.
- 3. Select Report product.
- 4. Select Intellectual property violation if you're reporting a product for issues with intellectual property rights.

 (https://help.twitter.com/en/rules-and-policies#intellectual-property) You'll need to include the product ID. (https://help.twitter.com/en/using-twitter/tweet-and-moment-url#productid) You can also submit an intellectual property violation directly here (https://help.twitter.com/en/forms/ipi).

Select **Other violation** if you're reporting a product for a different reason.

How to report a product from a Twitter Shop (https://blog.twitter.com/en_us/topics/product/2022/twitter-shops-more-space-to-shop):

- 1. From the Twitter Shop, navigate to the product you wish to report.
- 2. Long-press on the product tile until the report product button appears.
- 3. Select Report product.
- 4. Select Intellectual property violation if you're reporting a product for issues with intellectual property rights.

 (https://help.twitter.com/en/rules-and-policies#intellectual-property) You'll need to include the product ID. (https://help.twitter.com/en/using-twitter/tweet-and-moment-url#productid) You can also submit an intellectual property violation directly here (https://help.twitter.com/en/forms/ipi).

Select Other violation if you're reporting a product for a different reason.

How to report specific types of violations

The information below outlines the types of violations you can report to us through our Help Center.

- Unauthorized trademark use: Learn more about Twitter's trademark policy and file a report here.
- Unauthorized use of copyrighted materials: Learn more about Twitter's copyright policy and file a report here.
- Sale or promotion of counterfeit goods: Learn more about Twitter's counterfeit goods policy and file a report here.
- **Privacy policy towards children:** Our Services are not directed to persons under 13. If you become aware that your child has provided us with personal information without your consent, please contact us via our <u>privacy form</u>. Learn more about our policy towards children in our <u>Privacy Policy (https://twitter.com/en/privacy)</u>.
- Child sexual exploitation: Learn more about our child sexual exploitation policy and file a report here.
- Pornography: To report obscene or pornographic images being used in profile photos and/or header photos on Twitter, follow our instructions on reporting sensitive media.
- Impersonation of an individual or brand: Learn more about our impersonation policy and file a report here.
- Private information posted on Twitter: Learn more about our private information policy and file a report here.
- Abusive behavior and violent threats: Learn more about our abusive behavior policy and file a report here.
- Spam and system abuse: If you are experiencing a spam or malware issue that's impacting your use of Twitter, file a report here.
- Violation of Twitter Ads policy: Learn how to recognize Twitter Ads and the steps you can take to resolve issues without filing a report. Report a Twitter Ad that may be in violation of our policies.

Note: When reporting potential violations of the <u>Twitter Rules</u> and <u>Terms of Service (https://twitter.com/tos)</u> through the Help Center, you may be asked to allow us to share parts of your report with third parties, such as the affected account.

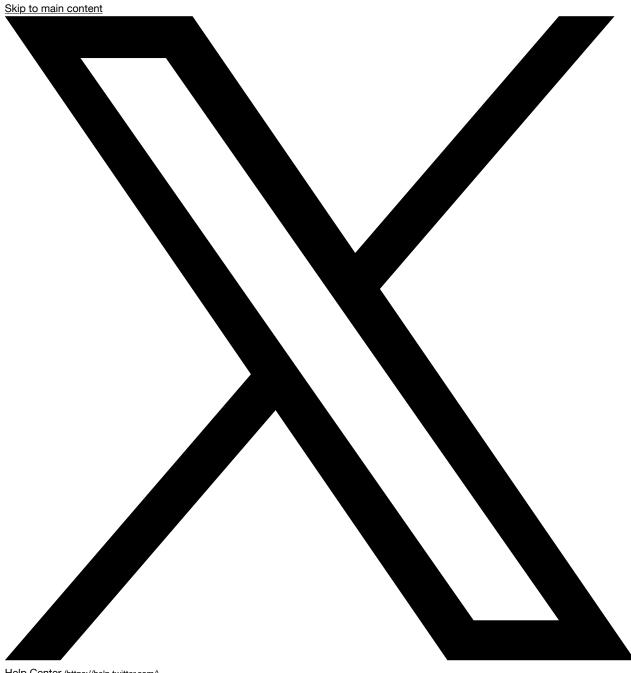
How to report on behalf of someone else

You can report violations on behalf of another person. Refer to the categories and instructions listed above or contact us to <u>submit</u> <u>your report</u>. You can also report directly from a Tweet or profile (see above section **How to report directly from a Tweet, List, or profile**).

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English	
	Help Center (https://help.twitter.com/)

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- Português (https://help.twitter.com/pt/rules-and-policies/twitter-report-violation)
- <u>Deutsch (https://help.twitter.com/de/rules-and-policies/twitter-report-violation)</u>
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- العربية (https://help.twitter.com/ar/rules-and-policies/twitter-report-violation)
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- Bahasa Indonesia (https://help.twitter.com/id/rules-and-policies/twitter-report-violation)
- <u>Pycckий (https://help.twitter.com/ru/rules-and-policies/twitter-report-violation)</u>
- <u>हिंदी (https://help.twitter.com/hi/rules-and-policies/twitter-report-violation)</u>
- (https://help.twitter.com/ta.html)
- עברית (https://help.twitter.com/he/rules-and-policies/twitter-report-violation)
- 简体中文 (https://help.twitter.com/zh-cn/rules-and-policies/twitter-report-violation)
- <u>繁體中文 (https://help.twitter.com/zh-tw/rules-and-policies/twitter-report-violation)</u>
- <u>ภาษาไทย</u> (https://help.twitter.com/th/rules-and-policies/twitter-report-violation)
- <u>Tiếng Việt (https://help.twitter.com/vi)</u>
- Melayu (https://help.twitter.com/ms/rules-and-policies/twitter-report-violation)
- Filipino (https://help.twitter.com/fil/rules-and-policies/twitter-report-violation)
- المارسي (https://help.twitter.com/fa/rules-and-policies/twitter-report-violation) فارسي
- Dansk (https://help.twitter.com/da/rules-and-policies/twitter-report-violation)
- <u>Suomi (https://help.twitter.com/fi/rules-and-policies/twitter-report-violation)</u>
- Svenska (https://help.twitter.com/sv/rules-and-policies/twitter-report-violation)
- Norsk (https://help.twitter.com/no/rules-and-policies/twitter-report-violation)
- Polski (https://help.twitter.com/pl/rules-and-policies/twitter-report-violation)
- Magyar (https://help.twitter.com/hu/rules-and-policies/twitter-report-violation)
- Română (https://help.twitter.com/ro)
- (https://help.twitter.com/cs.html)
- (https://help.twitter.com/el/rules-and-policies/twitter-report-violation)
- Українська (https://help.twitter.com/uk)
- (https://help.twitter.com/mr.html)
- <u>Български (https://help.twitter.com/bg)</u>
- Català (https://help.twitter.com/ca)
- Hrvatski (https://help.twitter.com/hr)
- <u>Српски (https://help.twitter.com/sr)</u>
- Slovenčina (https://help.twitter.com/sk)
- (https://help.twitter.com/kn/rules-and-policies/twitter-report-violation)
- <u>Dari (https://help.twitter.com/fa-af/rules-and-policies/twitter-report-violation)</u>
- (https://help.twitter.com/am.html)
- Oromo (https://help.twitter.com/om)
- Tigrinya (https://help.twitter.com/ti)
- (https://help.twitter.com/ha.html)
- (https://help.twitter.com/ig.html)
- (https://help.twitter.com/yo.html)
- (https://help.twitter.com/ha-NG.html)
- Kurdish (https://help.twitter.com/ckb/rules-and-policies/twitter-report-violation)
- (https://help.twitter.com/ur.html)



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- Safety and security (https://help.twitter.com/en/safety-and-security)
- Rules and policies (https://help.twitter.com/en/rules-and-policies)
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 - $\circ \ \underline{\text{Glossary (https://help.twitter.com/en/resources/glossary)}}$
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 - o Our rules (https://help.twitter.com/en/resources/rules)
 - o My privacy (https://help.twitter.com/en/resources/how-you-can-control-your-privacy)

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Contact Us (https://help.twitter.com/forms.html)

Helpful articles

- Trademark policy (https://help.twitter.com/en/rules-and-policies/twitter-trademark-policy)
- $\bullet \ \underline{Copyright\ policy\ (\underline{https://help.twitter.com/en/rules-and-policies/copyright-policy)}}$
- Counterfeit policy (https://help.twitter.com/en/rules-and-policies/counterfeit-goods-policy)
- Contact us
- Intellectual Property Issues

Help with intellectual property issues

Help Center (https://help.twitter.com/)

What issue are you having? (required)

I need to report possible copyright infringement
I need to report possible copyright infringement

Please verify who is being affected by this (required)

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Cookies (https://help.twitter.com/rules-and-policies/twitter-cookies)

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- <u>한국어 (https://help.twitter.com/ko/forms/ipi/dmca)</u>
- Português (https://help.twitter.com/pt/forms/ipi/dmca)
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- Français (https://help.twitter.com/fr/forms/ipi/dmca)
- Italiano (https://help.twitter.com/it/forms/ipi/dmca)
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- Nederlands (https://help.twitter.com/nl/forms/ipi/dmca)
- Bahasa Indonesia (https://help.twitter.com/id/forms/ipi/dmca)
- <u>Pyccкий (https://help.twitter.com/ru/forms/ipi/dmca)</u>
- हिंदी (https://help.twitter.com/hi/forms/ipi/dmca)
- (https://help.twitter.com/ta/forms/ipi/dmca.html)
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- Kurdish (https://help.twitter.com/ckb)
- (https://help.twitter.com/ur.html)